

35744

AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT ("Amendment") made this 7th day of October, 2002, by and between COSI, INC. ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2B ("ANC 2B").

WITNESSETH

WHEREAS, Applicant has applied for approval of the reissuance of a Retailer's License Class CR (the "License") by the Alcoholic Beverage Control Board of the District of Columbia for premises located at 1647 20th Street, NW, Washington, D.C. (the "Premises"), Application no. 35744;

WHEREAS, ANC 2B has filed a written objection to the approval of the reissuance of the License pursuant to the provisions of D.C. Code §25-602 (b); and

WHEREAS, Applicant and ANC 2B entered into a Voluntary Agreement dated September 13, 2000 for resolution of a previous protest to the reissuance of the license (the "Voluntary Agreement")

WHEREAS, the parties have agreed to enter into this Amendment to request the Alcoholic Beverage Control Board to approve of the reissuance of Applicant's License conditioned upon Applicant's compliance with the terms of the Voluntary Agreement, as amended.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Applicant shall make best efforts to obtain the necessary approvals to expand the trash enclosure currently located on the north side of Applicant's premises such that the enclosure is large enough to accommodate a dumpster sufficient for all of the solid waste generated in the operation of Applicant's business. ANC 2B shall support Applicant's requests for approval of the expanded trash enclosure, subject to mutual agreement on the dimensions of the expanded enclosure. Upon approval of the expanded trash enclosure, Applicant shall remove any and all trash containers, other than the dumpster to be located within the enclosure, and shall thereafter only store trash for pickup within the dumpster.
3. Applicant shall maintain the tree boxes adjacent to the premises free of trash and debris.
4. Applicant shall, periodically, arrange for landscaping of the tree boxes adjacent to the premises such that they present an attractive appearance to the public.

5. Applicant shall provide to ANC 2B the name and contact information for the manager of the Premises, or the District Manager, and shall keep ANC 2B advised of any changes in the names or contact information.
6. ANC 2B hereby withdraws its protest and joins with Applicant in requesting the Alcoholic Beverage Control Board to accept this Agreement as a condition to approval of the reissuance of Applicant's License.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

APPLICANT:

COSI, INC.

By: _____

ANC 2B:

ADVISORY NEIGHBORHOOD COMMISSION
2B



By: 

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Cosi, Inc.
t/a Cosi

Application for a Retailer's Class
CR License (renewal)
at premises
1647 20th Street, N.W.
Washington, D.C.

Case no. 35744-02/115P
2002-258

Vince Micone, Chairperson, on behalf of Advisory Neighborhood Commission 2B,
Protestant

Andrew J. Kline, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on August 7, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Vince Micone, Chairperson, on behalf of Advisory Neighborhood Commission 2B filed timely opposition.


The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 9, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Cosi, Inc.
t/a Cosi
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Accordingly, it is this 13th day of November 2002, **ORDERED** that:

1. The opposition of Vince Micone, Chairperson, on behalf of Advisory Neighborhood Commission 2B, is **WITHDRAWN**;
2. The application of Cosi, Inc. t/a Cosi for a retailer's class CR license (renewal) at 1647 20th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

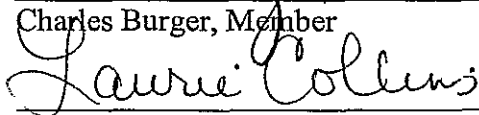
District of Columbia
Alcoholic Beverage Control Board

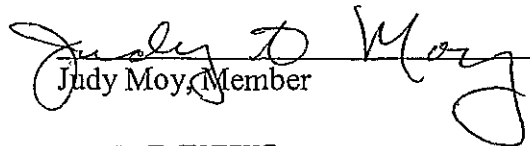

Roderic L. Woodson, Esquire, Chair

NOT VOTING

Vera Abbott, Member

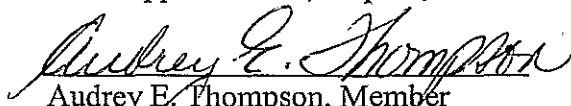

Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member

NOT VOTING

Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

35744

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT made this 13th day of September, 2000, by and between XANDO COSI, INC. ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2B ("ANC 2B").

WITNESSETH

WHEREAS, Applicant has applied for approval of the reissuance of a Retailer's License Class CR (the "License") issued by the Alcoholic Beverage Control Board of the District of Columbia for premises located at 1647 20th Street, NW, Washington, D.C. (the "Premises"), Application no. 35744;

WHEREAS, ANC 2B has filed a written objection to the approval of the reissuance of the License pursuant to the provisions of §14(b) of the Alcoholic Beverage Control Act, D.C. Code §25-115(b); and

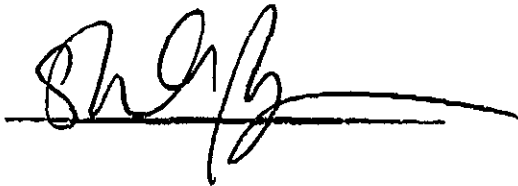
WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcoholic Beverage Control Board to approve of the reissuance of Applicant's License conditioned upon Applicant's compliance with the terms of this written agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Applicant shall, either immediately after the close of business each night or before opening for business each day, pick up trash and litter which might accumulate on the area in front of and adjacent to its Premises so as to keep these areas reasonably free of trash and debris. Applicant shall, as reasonably necessary, hose down or sweep its sidewalk cafe area and the public areas in front of and adjacent to the sidewalk cafe areas.
3. Applicant shall monitor its sidewalk cafe area daily to prevent accumulation of cups, napkins and other items, which, if left unattended, could become litter in the neighborhood.
4. Applicant shall empty the trash can located on public space adjacent to its sidewalk cafe area so as to prevent an overflow of trash and litter from the trash can.
5. ANC 2B hereby withdraws its protest and joins with Applicant in requesting the Alcoholic Beverage Control Board to accept this Agreement as a condition of approval to the reissuance of Applicant's License.

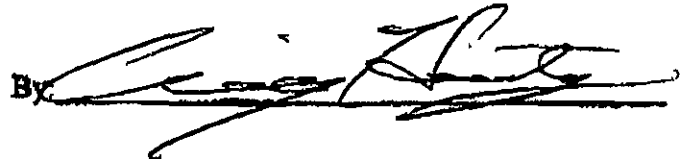
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:



APPLICANT:

XANDO COSI, INC.

By: 

ANC 2B:

ADVISORY NEIGHBORHOOD COMMISSION
2B



By: 